

UK-Shrewsbury: Highway maintenance work.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Highway-maintenance-work./3DNKU64EXZ>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/3DNKU64EXZ> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-title/3DNKU64EXZ>

I.4) Type of the contracting authority

Regional or local agency/office

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: DMCH 012 - Highways Term Maintenance

Reference Number: DMCH 012

II.1.2) Main CPV Code:

45233139 - Highway maintenance work.

II.1.3) Type of contract: WORKS

II.1.4) Short description: The maintenance, repair, renewal, construction and cleansing of the highway network within Shropshire and the maintenance of the Council's vehicles.

II.1.5) Estimated total value:

Value excluding VAT: 210,000,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

45233000 - Construction, foundation and surface works for highways, roads.

45233100 - Construction work for highways, roads.

45233120 - Road construction works.

45233121 - Main road construction works.

45233123 - Secondary road construction work.

45233125 - Road junction construction work.

45233127 - T-junction construction work.

45233128 - Roundabout construction work.

45233129 - Crossroad construction work.

45233130 - Construction work for highways.

45233140 - Roadworks.
45233142 - Road-repair works.
45233150 - Traffic-calming works.
45233160 - Paths and other metalled surfaces.
45233161 - Footpath construction work.
45233162 - Cycle path construction work.
45233200 - Various surface works.
45233210 - Surface work for highways.
45233220 - Surface work for roads.
45233221 - Road-surface painting work.
45233222 - Paving and asphaltting works.
45233223 - Carriageway resurfacing works.
45233225 - Single carriageway construction work.
45233226 - Access road construction work.
45233228 - Surface coating construction work.
45233229 - Verge maintenance work.
45233250 - Surfacing work except for roads.
45233251 - Resurfacing works.
45233252 - Surface work for streets.
45233253 - Surface work for footpaths.
45233260 - Pedestrian ways construction work.
45233261 - Pedestrian overpass construction work.
45233262 - Pedestrian zone construction work.
45233270 - Parking-lot-surface painting work.
45233280 - Erection of road-barriers.
45233290 - Installation of road signs.
45233291 - Installation of bollards.
45233292 - Installation of safety equipment.
45233293 - Installation of street furniture.
45233300 - Foundation work for highways, roads, streets and footpaths.
50230000 - Repair, maintenance and associated services related to roads and other equipment.
50232000 - Maintenance services of public-lighting installations and traffic lights.
50232100 - Street-lighting maintenance services.
50232110 - Commissioning of public lighting installations.
50113000 - Repair and maintenance services of buses.
50113100 - Bus repair services.
50113200 - Bus maintenance services.
50114000 - Repair and maintenance services of trucks.
50114100 - Truck repair services.
50114200 - Truck maintenance services.
50116000 - Maintenance and repair services related to specific parts of vehicles.
50116100 - Electrical-system repair services.
50116200 - Repair and maintenance services of vehicle brakes and brake parts.
50116300 - Repair and maintenance services of vehicle gearboxes.
50116400 - Repair and maintenance services of vehicle transmissions.
50116500 - Tyre repair services, including fitting and balancing.
50116600 - Repair and maintenance services of starter motors.
50118000 - Automobile emergency road services.
50118100 - Breakdown and recovery services for cars.
50118110 - Vehicle towing-away services.
50118200 - Breakdown and recovery services for commercial vehicles.
50118300 - Breakdown and recovery services for buses.
50118400 - Breakdown and recovery services for motor vehicles.
34300000 - Parts and accessories for vehicles and their engines.
34350000 - Tyres for heavy/light duty vehicles.
34900000 - Miscellaneous transport equipment and spare parts.
77300000 - Horticultural services.
77310000 - Planting and maintenance services of green areas.
77311000 - Ornamental and pleasure gardens maintenance services.
77312000 - Weed-clearance services.

77312100 - Weed-killing services.
77313000 - Parks maintenance services.
77314000 - Grounds maintenance services.
77314100 - Grassing services.
77315000 - Seeding services.
77320000 - Sports fields maintenance services.
77330000 - Floral-display services.
77340000 - Tree pruning and hedge trimming.
77341000 - Tree pruning.
77342000 - Hedge trimming.
90690000 - Graffiti removal services.
90700000 - Environmental services.
90710000 - Environmental management.
90914000 - Car park cleaning services.
45221111 - Road bridge construction work.
45232450 - Drainage construction works.
45262500 - Masonry and bricklaying work.
45262510 - Stonework.
45111240 - Ground-drainage work.
90511300 - Litter collection services.
90610000 - Street-cleaning and sweeping services.
90611000 - Street-cleaning services.
90620000 - Snow-clearing services.
90630000 - Ice-clearing services.
90640000 - Gully cleaning and emptying services.
90641000 - Gully cleaning services.
90642000 - Gully emptying services.
45233141 - Road-maintenance works.

II.2.3) Place of performance:
UKG22 Shropshire CC

II.2.4) Description of procurement: The contracting Authority is seeking a contractor for the maintenance, repair, renewal and construction of its highway network within Shropshire including:

- Carriageways
 - Footways
 - Cycleways
 - Car Parks
 - Bridges, culverts and other structures
 - Fences, barriers and road restraint systems
 - Traffic signs and road markings
 - Highway drainage systems
- Also including the following further services:-
- Emergency response and making-safe of the highway network
 - The maintenance, repair and renewal of street lighting, lit-signs/bollards and other public lighting systems.
 - Winter maintenance including precautionary treatment of carriageways and clearance of ice and snow from carriageways and footways.
 - The maintenance and cutting of highway verges, other grassed areas, hedges and highway trees, sports fields and planted areas.
 - Inspection and maintenance of play areas, lifebuoy stations and tow paths.
 - Sweeping and cleansing of highways and public areas
 - Removal of waste and abandoned cars on highways and public areas.
 - The maintenance of Council vehicles and other equipment.

The Council may deliver services for other public sector organisations within Shropshire e.g. housing associations. The Council may subcontract such services to the contractor.

The contract will be for Initial Service Period of 7 years commencing on the 1 April 2018, extendable to a maximum of 10 years in 3 single year extensions.

The annual contract value is estimated at £18-£21M per annum i.e. an estimated total life value of £210M.

Please note the Contracting Authority reserves the option to procure Schemes with an estimated construction value greater than £150k from other suppliers.

Applicant should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations 2006' ('TUPE') will apply to this contract. Also compliance with the provision in relation to Local Authority Pensions will also be required. Applicants are advised to seek their own legal advice about the practicality of these arrangements and will be asked to reflect the financial implication of such a transfer in their tender submission.

Please also note that the Contracting Authority is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Questions around the Specific benefits that can be brought by contractors through this framework are set out within the PQQ and Invitation to tender documentation and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 210,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2018 / End: 31/03/2025

This contract is subject to renewal: No

Description of renewals: Not provided

II.2.9) Information about the limits on the number of candidates to be invited:

Envisaged number of candidates: 6

Objective criteria for choosing the limited number of candidates: Not provided

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See Pre Qualification Questionnaire

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See Pre Qualification Questionnaire

Minimum level(s) of standards possibly required (if applicable) :

Not Provided

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See Pre Qualification Questionnaire

Minimum level(s) of standards possibly required (if applicable) :

Not Provided

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes:
No

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

Not Provided

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: No

Section IV: Procedure

IV.1) Description RESTRICTED

IV.1.1) Type of procedure: Restricted

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

The procurement involves the setting up of a dynamic purchasing system - NO

In the case of framework agreements justification for any duration exceeding 4 years: Not Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 19/01/2017 Time: 12:00

IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates:
10/03/2017

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: No

Estimated timing for further notices to be published: Not provided

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Highway-maintenance-work./3DNKU64EXZ>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/3DNKU64EXZ>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252992, Email: procurement@shropshire.gov.uk

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 743252992

VI.5) Date Of Dispatch Of This Notice: 01/12/2016

Annex A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Email: procurement@shropshire.gov.uk

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

24th March 2017

Email: procurement@shropshire.gov.uk

Dear Bidder

DMCH 012 - HIGHWAYS TERM MAINTENANCE SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Tender Response Document
2. Volume 0 - Instructions for Tendering
3. Volume 1 – Contract Agreement and Data (pdf and word document)
4. Volume 2 – Service Information
5. Volume 3a – Preamble to the Specification (pdf and word document)
6. Volume 3b – Contract Specific Appendices (pdf and word document)
7. Volume 4 – Method of Measurement (pdf and word document)
8. Volume 5a – Price List (pdf and excel document)
9. Volume 5b Price List - Fleet Maintenance Servicing (pdf and excel document)
10. Volume 5c Price List - Fleet Maintenance Basket of goods (pdf and excel document)
11. Volume 6 – Standard Details
12. Schedule 3 of the Contract Agreement and Data – Partnering Information
13. General Information
14. TUPE Confidentiality Letter

Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 18th May 2017**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a

time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

- Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 1st December 2016 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore, if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

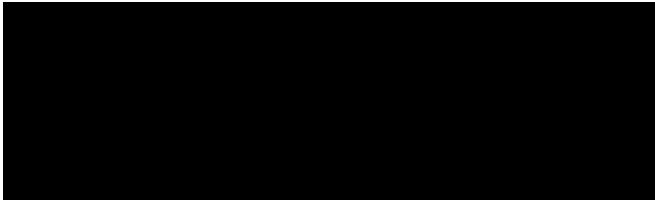
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Commissioning Development & Procurement Manager
Commissioning Development & Procurement
Place & Enterprise
Enc.



Tender Response Document

**DMCH 012 - Highways and Environment Term Service
Contract**

1. THE TENDER PERIOD PROCESS

1.1 GENERAL

- 1.1.1 This Tender Response Document applies to the submission of tenders for Shropshire Council's Highways and Environment Term Service Contract. The tender process is carried out under the Restricted Procedure following the publication of contract notice no **2016/S 234-425974 dated 1 December 2016**.
- 1.1.2 The process seeks to determine the most economically advantageous tender to the Council. This will be a compliant and sustainable bid with a validated overall score higher than any other Tenderers' overall score.
- 1.1.3 Tenders must be submitted in accordance with this Tender Response Document. Tenders not complying with this Document may be rejected by the Council whose decision in the matter will be final.

2 . SUBMISSION OF TENDERS

2.1 GENERAL

- 2.1.1 Tenders and supporting documents must be written in English.
- 2.1.2 Tenders must be submitted in accordance with the tender documents including any tender amendments. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. Unauthorised alterations or additions must not be made to any component of the tender documents. The Council's decision as to whether or not a tender complies with these Instructions will be final.
- 2.1.3 Tenders not received by the Council by the tender return date and time may be excluded from further consideration and returned to Tenderers. Offers should remain open for acceptance for 120 calendar days from the tender return date.
- 2.1.4 The Tenderer must sign and return the Fair Payment Charter included in the Contract Data to the Council before the Tender can be accepted.
- 2.1.5 The Form of Tender will be incorporated with the questions on the Council's Delta e-Sourcing portal, any response in the negative may lead to the rejection of the tender. The tender should be returned via the Council's e-Sourcing portal for contract number DMCH 012 by no later than noon on 18 May 2017.
- 2.1.6 The Tender must be submitted in two separate volumes, namely the Tenderer's Quality Statement and the Tenderer's Financial Submission.
- 2.1.7 Further notes on the contents of these volumes are given below.

2.2 QUALITY STATEMENT

- 2.2.1 The Quality Statement must follow the structure set out and cover the items described in Annex D. The Quality Statement must present each item in two separate parts: Part A, the proposed approach to the contract; and Part B, evidence from previous projects undertaken by the Tenderer to demonstrate that the proposed approach is likely to be successfully delivered.
- 2.2.2 The approach to this contract is to be described in Part A of the Quality Statement in the form of proposals. The proposals are to consist of material explaining how, if awarded this contract, the Tenderer intends to Provide the Service. The proposals in the Part A of the Quality Statement are required to be incorporated into the successful Tenderer's Quality Plan, and are limited to statements that will become contractual obligations. The evidence in Part B of the Quality Statement is to consist of verifiable statements showing how the approach proposed in Part A has been developed from the successful delivery of similar work.
- 2.2.3 The Quality Statement must not exceed the page limit, which is 75 sheets of A4 paper (150 sides) for parts A and B combined.
- 2.2.4 Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. Text must be presented in "Arial" font and be no smaller than 11 point, single-spaced with the margins set at 2.5cm. Text no smaller than 8 point can be used for drawings, diagrams and flow charts. The page limit and font size

relate to the entire Quality Statement including, title pages, drawings, diagrams, flow charts and annexes. The pages of the Quality Statement must be numbered. Page numbers and other header or footer information may be included in the margin space.

2.2.5 If the submitted Quality Statement does not comply with the submission requirements then the tender may be rejected.

2.2.6 If Tenderers consider that the page limit is insufficient to provide the information required by these Instructions then a tender query should be raised. No guarantee can be given that the page limit will be increased.

2.3 **FINANCIAL SUBMISSION**

2.3.1 PRICE LIST

2.3.1.1 A completed Price List is to be returned by the tenderer. A Price must be inserted in the "Price" column of the Price List for each item. A breakdown of each Price must be given for each item which must equate to the Price for that item.

2.3.1.2 The Prices are to be based on the forecast Defined Cost of the work required for each item in the Price list plus the Fee. A tender that is priced on any other basis will be rejected.

2.3.1.3 Tenderers are to include with the completed Price List a build-up of the Prices for the following items in the Price List

- 01SC0020 - Fixed contract overhead for the provision of the Service
- 01SC0100 to 01SC0140 inclusive – servicing and maintenance of permanent accommodation.

The breakdown is in sufficient detail to enable the Council to understand how the Prices have been derived. The Price for the fixed contract overhead (01SC0020) is to show how the key people have been allocated and accounted for.

Note: Any quantities of work, historic or predicted spend profiles, asset and inventory data and the like that is given either explicitly or implicitly in the tender documents does in no way imply any guarantee of the volume or type of work that may be instructed during the Service Period.

2.3.2 OTHER FINANCIAL INFORMATION

2.3.2.1 In addition to the completed Price List, the Financial Submission is to include the information set out at paragraph A.2.2 of Annex A.

2.3.3 If the submitted Financial Submission does not comply with the submission requirements then the tender may be rejected.

3. TENDER ASSESSMENT PROCEDURE

3.1. EVALUATION METHOD

The Council's assessment of tenders will be carried out in three stages:

Stage 1: The Procurement team will check for tender compliance.

Stage 2: Quality and Financial panels will separately evaluate the Quality Statement and the Financial Submission of each tender submission respectively

Stage 3: Validation of the Quality Statement and Financial Submission.

Clarifications

At any stage during the evaluation period, the Council reserves the right to seek clarifications from any or all of the Tenderers to assist in its consideration of the tenders. Clarifications will be requested via the Delta e-tendering portal in order to remove any uncertainty over the submitted tender.

Any tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to confirm, correct or withdraw the tender.

If a clarification response provides any information not requested by the Procurement Officer then this information will not be accepted and may lead to the rejection of a tender.

3.2. STAGE 1

3.2.1. The Council's Procurement team will check submitted tenders for compliance and completeness. An equivocal tender or a tender which does not comply with the tender documents, including any tender amendments, may result in the tender being rejected.

3.3. STAGE 2

3.3.1. The Council will establish a Financial Assessment Panel and a Quality Evaluation Panel. The Panels will carry out their respective evaluation work independently and will not have access to each other's assessments until after they have completed their independent evaluation of the Quality Statement and Financial Submission.

Quality Statement

3.3.2. The Quality Evaluation Panel will mark the Quality Statement. The Panel will determine which Quality Statement provides the Council with the most confidence that the Council's objectives will be delivered. In marking the Quality Statement, the panel will take into account all the material supplied in the Quality Statement.

3.3.3. The Quality Statement will be given marks in accordance with Annex E.

3.3.4. The tender with the highest mark for their Quality Statement will be given a score of 100. Other tenders will be awarded scores calculated as follows:

$$(\text{mark of tender} / \text{highest mark}) \times 100$$

Financial Evaluation

3.3.5. The Financial Assessment Panel will determine a total of the Prices for the Service Period for each Tenderer.

3.3.6. The total of the Prices for the Service Period for each Tenderer will be calculated as follows:

Step 1: The Panel will apply the relevant Price from the completed Price List to a financial tender assessment model that contains quantities of those items that the Council estimates that the Service Manager may order during the first year of the Service Period.

Step 2: The Panel will make an allowance for compensation event assessments for the first year of the Service Period year including the tendered Fee percentages.

Step 3: The amounts calculated in Steps 1 and 2 will be aggregated to give an amount for the first year of the Service Period.

Step 4: The amount calculated in Step 3 will be adjusted by applying each of the *efficiency discount percentages* submitted by the Tenderer in the *efficiency table* of the Contract Data Part 2 to give an amount for each subsequent year of the Service Period (7 years).

Step 5: The amounts calculated in Step 4 will be aggregated and added to the amount calculated in Step 3 to give a total of the Prices for the Service Period

See worked example in Appendix F

3.3.7. The lowest total of the Prices for the Service Period will be given a score of 100. Scores for the other tenders will be calculated as follows:

$$(\text{lowest total of the Prices for the Service Period} / \text{total of the Prices for the Service Period}) \times 100$$

3.3.8. The Council will prepare the financial tender assessment model prior to the return of tenders. The Procurement Manager will maintain the model as confidential until the time and date for tender returns. The Procurement Manager will then send a copy of the model to those Tenderers who have submitted a tender. Tenders will not be released to the assessment panels until the Procurement Manager has sent a copy of the model to the Tenderers.

3.3.9. The estimates of quantities and allowances used by the Council in the model are for tender assessment purposes only and there is no guarantee that work to assessment values will be carried out during the Service Period.

Combining Quality and Financial Scores

3.3.10. On completion of their individual assessments, the Quality Evaluation Panel and the Financial Assessment Panel will jointly review the material submitted with each tender to verify that the financial proposal and resources proposed are likely to deliver the level of service set out in the Quality Statement. Marks will be reviewed and amended if necessary.

3.3.11. The quality and the financial scores will be combined in the ratio 60:40 applied to the quality and financial scores respectively in accordance with Annex F. The combined score will be rounded to one decimal place.

3.3.12. The Council will decide at its discretion which tenders are then to be validated.

3.3.13. The Tenderers will be informed whether or not they have been identified for validation. Such notifications must not be taken as inferring acceptance of any tender.

3.4. STAGE 3 - VALIDATION

Validating the Quality Submission

3.4.1. The Quality Evaluation Panel will validate Part B of the Quality Statement to determine whether the Tenderers can substantiate the Part B evidence.

3.4.2. The Quality Evaluation Panel will not reconsider the Part A information or scores, nor will they seek or permit any further clarifications in relation to the Quality Statement. A tender cannot be modified during the validation stage, and therefore Part B marks cannot be increased above those assessed in Stage 2.

3.4.3. In validating Part B of the Quality Statements, the Quality Evaluation Panel will use any practical means, and may approach any person or organisation named in the Quality Statement as part of the validation. The validation may include meetings with the Tenderer.

3.4.4. The Quality Evaluation Panel will reconsider their Part B marks in light of their findings. If lower marks are awarded then the overall scores will be re-calculated.

Validating the Financial Information

3.4.5. The Contract must operate as a viable business for both partners. The Council seeks to have the required level of service at an affordable cost, whilst providing a reasonable profit for the Tenderer. Tenders will be subject to scrutiny, and may be rejected if considered not sustainable over the Service Period or not affordable.

- 3.4.6. The clarifications sought may require the provision of the Tenderer's calculations of the tendered Prices or any other aspect of the Financial Submission including:
- 3.4.6.1. the calculation of People costs based on TUPE information and the requirements of this contract and/or market rates.
 - 3.4.6.2. Plant, Material and Equipment costs based on existing supply chain arrangements and/or market rates
 - 3.4.6.3. Quotations from Subcontractors that have been provided specifically for the purposes of pricing this contract
 - 3.4.6.4. Assumed outputs and productivity rates for activities that form part of the service and evidence that Prices have been calculated using such assumptions and the cost data listed above and that the assumptions are based on evidence of similar contracts.
 - 3.4.6.5. Risks and other allowances assumed.
- 3.4.7. As part of this exercise the Financial Assessment Panel may ask to be provided with original evidence that demonstrates that the proposals in the Financial Submission are based on the forecast of Defined Cost plus Fee and that the Fee and other allowance are based on costs actually incurred. The Panel may wish to interview appropriate accounting and estimating staff to provide the level of satisfaction required.
- 3.4.8. Failure to provide satisfactory evidence to support any part of this aspect of the tender may result in the tender being rejected.

Determining the Preferred Bidder

- 3.4.9. Following validation, the Tenderer with the highest score, becomes the Preferred Bidder.
- 3.4.10. The Tenderers will be informed whether or not they have been identified as the Preferred Bidder. Such notifications must not be taken as inferring acceptance of any tender.

4. TENDER AWARD

4.1 GENERAL

- 4.1.1. The Council reserves the right not to proceed with any proposal made in response to this invitation.
- 4.1.2. Tenderers will be given feedback on their tender shortly after the assessment has been completed.
- 4.1.3. Prior to the award of any contract the Preferred Bidder must provide evidence that insurance required by the contract is in place and that the Preferred Bidder's parent company will execute the Parent Company Guarantee.
- 4.1.4. The contract will be executed as a Deed under seal.
- 4.1.5. Details of the Contract Award will be published in the Official Journal of the European Union and UK Contract Finder Portal.
- 4.1.6. Any drawings and other documents issued by the Council and not returned with the tender should be deleted from the Tenderer's computers and all hard copies destroyed.

ANNEX A - TENDER DOCUMENTS

A.1 LIST OF DOCUMENTS WITH INVITATION TO TENDER

A.1.1 The following documents are included with this invitation:-

1. Volume 0 -Instructions for Tendering inc. the Tender Response Document
2. Volume 1 -Contract Agreement and Data.
3. Form of Tender.
4. Form of Agreement by Deed.
5. Volume 2 - Service Information
6. Volume 3a – Preamble to the Specification
7. Volume 3b – Contract Specific Appendices
8. Volume 4 – Method of Measurement
9. Volume 5 - Price List

A.1.2 The following parts of the tender documents are included in a form to allow electronic preparation of the information required:-

1. Form of Tender.
2. Contract Data part 2.
3. Form for Fee schedule.
4. Form for Risk register.
5. Price List

A.2 LIST OF DOCUMENTS TO BE RETURNED WITH THE TENDER

NOTE: If a Tender does not include the information required it may be rejected.

A.2.1 The Tenderers are to complete and return with their Tenders separate volumes for:

1. The Quality Statement.
2. The Financial Submission

A.2.2 The Financial Submission will comprise:

1. Completed Form of Tender.
2. The completed Contract Data part 2.
3. A completed Price List.

4. Two copies of the completed Fee Schedule, one for the direct, one for the subcontracted fee percentage.
5. Summary of relevant insurance policies including certificates where appropriate.
6. Statement undertaking responsibility for dealing with insurance claims or parts of such claims within the excess amount.
7. Status of registration under the Construction Industry Scheme Regulations.
8. Statement confirming their willingness, if awarded the contract, to accept the appointment and duties of principal contractor.
9. Evidence of their competence to carry out the role of principal contractor.
10. Completed Fair Payment Charter.
11. Completed Anti Bribery Code of Conduct.
12. Any request for non-disclosure under the Freedom of Information Act.
13. A certified copy of the Ultimate Parent Company Board Meeting minutes or letter signed by the Company Secretary and a Director (or two Directors) clearly and unambiguously confirming that they will enter into the Parent Company Guarantee when requested
14. A statement setting out the Tenderer's approach to TUPE and Pension matters which shall include:
 - a. confirmation that TUPE will be applied to those employees detailed in the invitation to tender and providing the services immediately prior to the transfer date and an outline of the Tenderer's understanding of their legal obligations under TUPE
 - b. details of any proposed changes to staff terms and conditions of employment, how it is proposed that these will be implemented, and redundancy proposals, detailing how it is expected this will be managed;
 - c. confirmation that the tender reflects all costs associated with TUPE including the costs of re-organising the workforce (with an indication as to how these costs are broadly broken down);
 - d. confirmation that the Tenderer intends to apply for admission to the Local Government Pension Scheme (LGPS) and evidence of the Tenderer's ability to provide a pension bond in respect of the amounts specified in the General Information document;
 - e. where a Tenderer proposes to provide a broadly comparable pension scheme, a copy of that scheme and a copy of a certificate from the Government Actuary's Department confirming broad comparability with the LGPS

Note: As stated in the General Information document Tenderers should be aware that the Council will reject tenders from Tenderers which fail to deal with TUPE and pensions matters in accordance with this tender document.

ANNEX B - TENDER QUERY FORM

NOT USED

ANNEX C - INDICATIVE TENDER PERIOD TIMETABLE

Item	Activity	Dates
1	Issue tender Documents	24 March 2017
2	Last Date for Tender Queries	04 May 2017
3	Last Date for Client to Answer Tender Queries	11 May 2017
4	Tender Return	18 May 2017
5	Tenders for validation identified	22 June 2017
6	Validation	26 June – 07 July 2017
8	Award notification and feedback to Tenderers	25 August 2017
9	Standstill period	25 August – 04 September 2017
10	Enter into Contract	02 October 2017

ANNEX D - QUALITY STATEMENT REQUIREMENTS

D.1 GENERAL

- D.1.1 The Quality Statement is to be presented in two separate parts (A and B), as described below. The first part is to provide the Part A statements and the second the Part B evidence.
- D.1.2 The Tenderer may choose the number of pages allocated to each element of the Quality Statement provided that the Quality Statement does not exceed the overall page limit stated. However, the Council anticipates that the pages allocated will be approximately in proportion to the weighting of each element as set out in the table in Annex E.

D.2 PART A - PROPOSED APPROACH

- D.2.1 Part A is to set out the proposed approach to the requirements of D.4
- D.2.2 The proposals in Part A are to set out how the Tenderer's resources (People, Equipment, Supply Chain etc) and processes to be implemented on the contract will deliver the Council's outcomes.
- D.2.4 Tenderers should also identify any additional issues they consider will be critical to the outcomes, and set out how they propose to manage them.

D.3 PART B - EVIDENCE TO SUPPORT PROPOSED APPROACH

- D.3.1 Part B is to identify the evidence from other contracts to provide the Council with confidence that the proposed approach is likely to be successfully delivered.
- D.3.2 The evidence is to consist of verifiable statements showing how the approach proposed in Part A has been developed and has contributed to the successful delivery of similar services.
- D.3.3 A schedule outlining details of all contracts used to provide evidence should be included at the end of Part B. It should include the following details:
- Project title
 - Client
 - Value
 - Scope of contract and role played
 - Dates

D.4 The Quality Statement

The Council's Vision is "Working to make Shropshire a great place to live, learn and work."

Everything that the Council does is focussed on achieving the three outcomes of:

1. Healthy People
2. Resilient Communities
3. Prosperous Economy

For the Highways and Environment Term Service Contract this means:

Healthy People by

- maintaining the highway network and public spaces in a safe, clean and attractive condition and that provide improved opportunities for physical activity
- reducing the negative environmental impacts of the services

Resilient Communities by

- improving road safety
- reducing opportunities for crime
- supporting voluntary groups and social enterprises

Prosperous Economy by

- supporting connectivity via the efficient operation of the highway network
- providing work and training opportunities
- supporting the local supply chain
- helping to maximise investment in the network

The Quality Statement is to comprise the following sections:

1. Leadership and Management

Provide an organogram showing the positions of your proposed leadership and contract management team. The positions proposed are to be included as key people in the Contract Data part 2. Each position is to be accompanied by a description of the responsibilities, the qualifications and experience required to fulfil the position.

The organogram should not be populated with individual names at this stage (due to the potential application of TUPE). However tenderers should describe how they will identify and put in post appropriate persons should the contract be awarded and their approach to staff retention and succession planning.

2. Mobilisation Plan

Provide a mobilisation plan for the period from the Contract Date to the *starting date* to ensure that the Contractor is able to Provide the Service by the *starting date*.

The mobilisation plan is to be in the form of a Gantt chart and accompanying narrative showing:

- the activities required during the period,

- the duration, sequencing and dependencies of the activities,
- critical path
- the resources required for each activity
- the inputs and decisions required from the Council and others
- Float, risks and other allowances

The mobilisation plan should include proposals for managing the transfer of staff including proposals for communicating with and supporting staff and/or employee representatives during the transfer and a risk management plan that identifies and addresses the main risks and shows how they have been allowed for in the Gantt chart. The risk management plan should include as a minimum the following risks:

- a. The continuity of service at the starting date
- b. The transfer of staff from other organisations, compliance with the Transfer of Undertaking (Protection of Employment) Regulations 2006 and provision of Pensions.
- c. Integration of ICT and communications systems with the those of the Employer and the migration of data

3. Operational Plan

Provide an Operational Plan for the service showing how the Tenderer will Provide the Service.

The Operational Plan is to include a General Summary section that describes the Tenderer's overall approach to Providing the Services and address cross-cutting issues as:

- The depots and other facilities that the tenderer proposes to use
- The ICT and communication systems to be deployed
- How the services will be programmed and co-ordinated and how the Contractor's resources will be allocated and mobilised
- Management of the Permitting process and obtaining access to the network
- Maintaining the health, safety and welfare of its People and Others
- Optimising the use of resources and reducing the impact of the environment of the service
- Engaging with stakeholders

Following the General Summary, individual method statement are to be provided for each of the service activities below. The method statements set out the process and resources (People, Equipment , Plant and Supply Chain) to be implemented and the depot from which the service will be delivered in order to meet the requirements of the corresponding part of the Service Information:

- a. Winter maintenance

- b. Emergency response
- c. Reactive highway and bridge maintenance
- d. Planned and cyclical highway and bridge maintenance
- e. Street lighting
- f. Drainage and highway cleansing
- g. Street Scene and landscape maintenance
- h. Fleet maintenance
- i. Resurfacing and surface treatments
- j. Schemes including highway, bridge and drainage improvements

4. Supporting the Council to Maintain Level 3 of the DfT's Highways Maintenance Capital Funding Allocation

Identify the actions that you will take in order to support the Council to maintain Level 3 assessment. The actions proposed should be realistic and practical steps that can be undertaken by the Contractor under the proposed contract that will support the Council to demonstrate Level 3 achievement against any of the 22 questions in the self-assessment incentive fund questionnaire.

5. Supporting Local Communities

Identify how you will support the local communities through

- Developing local based businesses to become an integral part of the service delivery.
- Providing training and work opportunities to young people and hard-to-reach parts of the community
- Supporting volunteers, community groups and third sector organisations to support delivery of elements of the service
- Engaging and collaborating with the Council, other agencies and stakeholders to maximise the resources available.

6. Continual Improvement

Identify how you will ensure that the services continue to provide value for money and support the Council to minimise the impact of continued budget pressures. This should address as a minimum:

- a. Identifying and implementing innovations in techniques and materials
- b. Service redesigns and LEAN reviews
- c. Sharing of the improvements and efficiencies

ANNEX E – QUALITY ASSESSMENT

The Quality Statement will be marked using the assessment standards in Tables E1.

Marks for the Quality Statement will be awarded for each of the element of the Quality Statement. The mark given for each element will be the lower of the individual marks for Part A and Part B.

The marks awarded for each element of the Quality Statement will be weighted in accordance with the table below.

Element of the Quality Statement		Weighting
Leadership and Management		20%
Mobilisation Plan		15%
Operational Plan	General Summary	10%
	Method Statements (each method statement will be weighted equally i.e. 15% / number of method statements)	15%
Maintaining Level 3		20%
Supporting Local Communities		10%
Continual Improvement		10%
Total		100%

The weighted marks will be summed in order to give a single weighted mark for the Quality Statement.

Worked Example of Quality Marking

Element of Quality Statement	Weighting	Mark for Part A	Mark for Part B	Lower of A and B	Weighted Mark
Leadership	20%	4	4	4	0.8
Mobilisation Plan	15%	3	4	3	0.45
Operational Plan General Summary	10%	4	3	3	0.3
Operational Plan Method Statements	15%	4	4	4	0.6
Achieving and Maintaining Level 3	20%	5	4	4	0.8
Local Communities	10%	5	4	4	0.4
Continual Improvement	10%	3	4	3	0.3
Total	100%				3.65

The tender with the highest weighted mark for the Quality Statement will be awarded a score of 100. Other tenders will be awarded scores calculated as follows:

$$(\text{Weighted mark of tender} / \text{Highest weighted mark}) \times 100$$

Worked Example of Quality Scores

Highest Weight Mark = 4.10 Quality Score = 100

Weighted Mark = 3.65 Quality Score = $(3.65/4.10) \times 100 = 89.02$

Table E.1:

Marks awarded for Approach		
Proposed Approach	How well does the proposed approach (resources and processes) demonstrate how the Council's outcomes will be achieved?	Mark
Unacceptable	The approach fails to demonstrate how the Council's outcomes will be achieved.	0
Weak	The approach demonstrates how the Council's outcomes will be achieved in a limited way only	1
Acceptable	The approach demonstrates how the Council's outcomes will be met in most but not all respects.	2
Good	The approach demonstrates how the Council's outcomes will be met in all but minor respects.	3
Very Good	The approach demonstrates how the Council's outcomes will be met in all respects.	4
Excellent	The approach has been tailored specifically to suit the Service and maximise the achievement of the Council's outcomes.	5
Marks awarded for Evidence		
Supporting Evidence	How well does the evidence from other contracts provide confidence that the proposed approach is likely to be successfully delivered?	Mark
Unacceptable	There is no evidence that the proposed approach has been developed from experience on other contracts.	0
Weak	There is little evidence that the proposed approach has been developed from experience on other contracts.	1
Acceptable	There is an adequate level of evidence that the proposed approach has been developed from experience on other contracts.	2
Good	There is substantial evidence that the proposed approach has been developed from experience on other contracts	3
Very Good	There is substantial evidence that the proposed approach has been developed from other contracts using formal continual improvement processes.	4
Excellent	There is substantial evidence that the approach has been developed using continual improvement processes, which are routinely used to develop approaches and deliver the outcomes successfully on all contracts.	5

ANNEX G - PROFORMA FOR FEE SCHEDULE

The fee percentages inserted in Contract Data Part Two by the Tenderer is to be supported by the details in the following table.

Where a listed constituent of Fee cannot be separated then “Included” is inserted. It must be made clear in which other constituent of the Fee the constituent is included.

Other constituents can be separately listed, and a separate explanation of these is to be provided.

Item	Constituent of Fee	Fee %
1	Profit	
2	Franchises, Royalties, Licenses	
3	Accounting and Auditing	
4	Research and Development	
5	Publicity, Marketing, Sales, Exhibitions	
6	Entertainment	
7	Rents, Rates, Leases, Services and Servicing of Premises, Stationery, Telephones, Telex, Fax, Postage Charges	
8	Computing	
9	Asset Depreciation	
10	Insurance Premiums	
11	The amount of any excess borne by the Contractor in respect of any claims under Employer’s Liability and Professional Indemnity Insurances	
12	Finance and Interest Charges	
13	Severance related to work on this contract	
14	Bonuses & Incentives	
15	Personnel/HR Services	
16	Quality Assurance	
17	Health and Safety	
18	Training	
19	Tendering	
20	Supply Chain	
21	Legal Costs	
22	Other (please specify)	
	Total	



Volume 0 - Instructions for Tendering

**DMCH 012 - Highways and Environment Term Service
Contract**

Index

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of the Highways and Environment Term Maintenance services as detailed in the Tender Response Document. The contract will be for an initial period of 7 years commencing on the 1st April 2018 with the option to extend by three (3no), single year extensions up to a maximum of 10 years contract period in total.
- 1.2** Tenders are to be submitted in accordance with conditions of contract and the instructions outlined within this document. **Tenderers are advised therefore to raise any issues via the clarification process set out in 7.0 of this document prior to submitting their tender.**
- 1.3** Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned

local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.2 Terms and Conditions

2.1 Every Tender received by the Council shall be deemed to have been made subject to the conditions of contract and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of that document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms “Nil” and “included” are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- 3.2.6** It shall be the Tenderer’s responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council’s requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it

has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

4.1 Tenders must be submitted through the Council's e-tendering Portal ('Delta') strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 18 May 2017. Any tender received after this deadline or not in the prescribed manner may be excluded from further consideration by the Council and returned to the tenderer.**

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.4 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.5 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 The Transfer of Undertakings (Protection of Employment) Regulations 2006

5.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

5.2 Details of employees of companies/and of the Council who are currently

carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

6.0 Tender Evaluation

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Tender Communications and Clarifications

7.1 All communication in relation to this procurement process must be made only via the Council's 'Delta' e-procurement portal. Tenderers must not contact the Council in any other manner.

7.2 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.3 All queries should be raised in writing. Tenderers may submit queries during the following "windows" of the tender period:

1. 09h00 on 03 April 2017 to 17h00 on 06 April 2017
2. 09h00 on 17 April 2017 to 17h00 on 20 April 2017
3. 09h00 on 01 May 2017 to 17h00 on 04 May 2017

The Council will respond to queries submitted during each "window" within one week of the end of the relevant "window". The Council will not respond to tender queries at other times unless not to do so would prejudice the tender process.

7.4 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated.

The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

7.5 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Programme and Continuation of the Procurement Process

8.1 The Council's indicative programme for this procurement process is set out in the Tender Response Document. The Council will endeavour to adhere to this programme but may in its absolute discretion amend any aspect of the programme including any dates or timescales therein.

8.2 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.3 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.4 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

10.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

10.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

10.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

11.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

11.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

11.1.4 The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to

award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0 Acceptance

- 15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 15.2** The Tender documentation including, the conditions of contract, the Tender Response document, these Instructions to Tender will form part of any binding agreement between the Contractor and the Council.
- 15.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st April 2018**.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

- 17.1** The Council does not bind himself to accept the lowest or any tender.
- 17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or

completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Attendance at Committee

The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1)
Status.....

Signed (2)
Status.....

(For and on behalf of)

Date



CONTRACT REF: DMCH 012

**HIGHWAYS & ENVIRONMENT TERM SERVICE
CONTRACT**

GENERAL INFORMATION

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A. GENERAL

A1 Introduction

- 1.1 Shropshire Council (the Employer) intends to procure a Highways and Environment Term Service Contract that will commence operations in April 2018, when the current contract expires.
- 1.2 Following evaluation of the Request to Participate Questionnaires, the Employer has invited organisations to submit tenders for the Contract. The purpose of this document is to provide information about the Employer to the organisations that will assist them in completion of their tenders.
- 1.3 The value of the new contract is likely to be around £18 – 21M per annum. The initial contract terms will be 7 years with the possibility of three annual extensions leading to a 10 year term overall.

A2 Contract Objectives

- 2.1. The Employer is seeking to enter into a contract with the intention of working in partnership in a non-adversarial way to serve the residents of Shropshire by providing an excellent service delivery for works covered by this Contract.

The overall objective of the Employer is to maintain and improve the Employer's highway and transport infrastructure to ensure the most efficient, safe and effective operations, and to work with other agencies to secure the safest and most sustainable use of the network.

The vision for the Contract is that it should support the Employer's overall vision through a partnership that delivers a single, joined-up and seamless highway maintenance and improvement service and grounds maintenance and cleansing services that satisfies the requirements of the strategic transport agenda whilst also meeting the needs of local communities through greater engagement and improved response.

The Employer aims to achieve recognition for providing a timely and cost-effective highway repair and maintenance service, and for continuously improving our operations to meet the challenging targets that will be set. We will maximise stakeholder satisfaction by delivering a **'right first time'** and **'on-time'** service, to appropriate standards, and achieving the maximum output from the resources available.

A3 Personnel Issues

3.1 Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended (TUPE)

The Services are currently carried out by Ringway Infrastructure Services Limited. The award of the contract will involve the transfer of employees subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended (TUPE).

The Employer has requested the current contractor to provide TUPE scoping information and this will be provided within the tender documentation to ensure Tenderers are able to assess costs and liabilities and price appropriately in their tender submission.

The approximate number of employees who may be entitled to transfer from the current contractor pursuant to TUPE is 214.

The successful Tenderer will be expected to work with the outgoing contractor to implement TUPE and ensure a smooth transfer of staff. This cannot be understated. There are significant penalties of up to 13 weeks' gross pay for each affected employee, which is the joint and several responsibility of both parties, in the event that obligations under TUPE are not complied with.

Tenderers must indicate whether or not they intend to employ the employees detailed in this paragraph 3.1 currently providing the works and services from the contract start date. Bids must fully reflect any costs incurred because of TUPE. Tenderers may tender on the basis that the exceptional circumstances listed in paragraph 14 to the Cabinet Office Statement of Practice: Staff Transfers in the Public Sector (January 2000) apply. Tenderers must provide reasons for this approach.

Tenderers must seek their own legal advice as to the application of TUPE and the extent of their obligations under the Regulations.

3.2 Staffing Information

Tenderers are required to provide the information in respect of TUPE as set out in the Tender Response Document. Tenderers should be aware that if the Employer does not consider there to be exceptional circumstances, then it reserves the right to reject tenders from Tenderers who indicate they will not comply with TUPE or comply with the Code.

An anonymised list of employees who are protected by TUPE will be provided to Tenderers. The list of employees provided contains information which originates from third parties and the Employer has no control over the

compilation of the information and gives no guarantees or assurances as to the accuracy or completeness of the information. Accordingly the Employer cannot be held responsible for any errors.

3.3 Pensions

The Employer's position, as set out in the draft conditions of contract, is that the Contractor bears the risk of pensions liabilities (unless otherwise stated in the Pensions Assumptions paragraph below).

Pensions – Fair deal

In accordance with the Cabinet Office Statement: Staff Transfers in the Public Sector (January 2000 and revised 2007) and the annex to it, HM Treasury: A Fair Deal for Staff Pensions: staff transfer from central government (October 2013), and the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (collectively referred to as "Fair Deal"), the successful Tenderer must comply with Fair Deal.

In relation to pension benefits, in accordance with Fair Deal all employees transferred under TUPE who are members of the Local Government Pension Scheme (LGPS) or are entitled to be members of the LGPS, must (as a minimum) be offered in respect of future service:

- the opportunity to join or remain in the LGPS by means of the Tenderer seeking to become an admission body within the LGPS; or
- membership of an occupational pension scheme sponsored by the Tenderer which is actuarially certified as providing pension benefits that are at least broadly comparable to those benefits provided by the LGPS. The certification should be by reference to the criteria for 'broad comparability' set out by the Government Actuary's Department (GAD) Statement of Practice.

The Fair Deal protection applies to all the staff transferring from Ringway Infrastructure Services Limited who are members of or who are entitled to be members of the LGPS (the "**Transferring Employees**").

Of the Transferring Employees who may transfer from Ringway Infrastructure Services Limited under TUPE, 78 are members of the Local Government Pension Scheme (LGPS) operated by the Shropshire County Pension Fund.

Tenderers should indicate in their tender whether they intend to:

- apply for admission to the LGPS, and if so whether this will be on the basis of an open or closed scheme; or
- offer a broadly comparable pension scheme.

Broadly Comparable Scheme Requirements & Bulk Transfer terms

Tenderers offering membership of a broadly comparable occupational pension scheme to Transferring Employees, are required to provide a copy of the actuarial certificate of broad comparability with their tender. The costs of doing so must be met by Tenderers.

The Tenderer must also offer Transferring Employees enhanced early retirement benefits as currently awarded under the LGPS.

Bulk Transfer Terms

Under the Fair Deal Guidance, if Tenderers offer their own broadly comparable pension scheme to Transferring Employees, those employees must be given the option to transfer accrued rights from past service in the LGPS by means of a bulk transfer. Fair Deal requires day-for-day service credit is provided in the new scheme in respect of each Transferring Employee and in respect of any transfer of accrued pension benefits from the LGPS to the broadly comparable pension scheme.

The proposed bulk transfer terms from the LGPS will be made available to any Tenderer who intends to provide access to such a scheme for the Transferring Employees. The actuary's letter will represent the final bulk transfer terms and not an opening position for further negotiation. Tenders should be on the basis that any broadly comparable pension scheme would accept the bulk transfer terms to provide day-for-day service credits.

In the event that the Transferring Employees are compulsorily transferred to another employer because of the termination and re-let of the contract, or because of sub-contracting, the Transferring Employees must be offered access to a broadly comparable scheme to the LGPS for future pension and given the option to move any accrued benefits in the broadly comparable scheme to the new employer's pension scheme by means of a bulk transfer on terms which are no less favourable than the original bulk transfer terms from the LGPS.

The Local Government Pension Scheme

Where Tenderers wish to apply for admission to the LGPS an application must be made to the Shropshire County Pension Fund in respect of Transferring Employees transferring from Ringway Infrastructure Services Limited.

Further information about the Shropshire County Pension Fund is available via their website – www.shropshirecountypensionfund.co.uk.

If a Tenderer makes a successful application to join the LGPS as an admitted body it must:

- enter into an admission agreement with the relevant Pension Fund – a copy of the admission agreement is included with the draft contract;

-
- provide an indemnity or bond, to protect the LGPS from funding risks if the Tenderer is unable to meet its commitments, if following an assessment which takes into account actuarial advice.

The Tenderer must also offer Transferring Employees enhanced early retirement benefits as currently awarded under the LGPS.

Pensions Assumptions

For the purposes of pricing their tender, Tenderers are requested to assume the following in respect of the Transferring Employees:

- any surpluses or deficiencies accrued in respect of the Transferring Employees' benefits in the relevant LGPS Pension Fund prior to commencement of the relevant admission agreement will not be charged to the Tenderer. The Tenderer should therefore assume that the Shropshire County Pension Fund is notionally fully funded to a level of 100% in respect of the Transferring Employees;
- an employer contribution rate of 21.6% of pensionable pay in respect of the Transferring Employees from Ringway Infrastructure Services Limited; and
- in the event that the Tenderer intends to apply for admission to the LGPS;
 - the initial level of the bond/indemnity required for the purposes of the admission agreement will be advised by the Employer once the requisite risk assessment has been carried out. For tendering purposes a bond/indemnity of £1,307,000.00 should be used in respect of Transferring Employees from Ringway Infrastructure Services Limited.
 - the risk of any change in the level of the bond/indemnity required after financial close will remain with the Tenderer;
 - the costs (including any associated independent actuary's fees) incurred by the Tenderer in becoming an admission body or obtaining a certificate of broad comparability in relation to any broadly comparable pension scheme shall be borne by the Tenderer;

In the event that during the period between the submission of the tender and financial close the figures used for assumptions set out in this paragraph 'Pensions Assumptions' are amended, the Employer confirms that the Tenderer will be allowed to revisit its pricing in respect of these elements only of their pensions costs prior to financial close.

In the event that the Tenderer proposes to provide a broadly comparable pension scheme, the bulk transfer terms from the LGPS and set out in the

actuary's letter represent the final bulk transfer terms and are not an opening position for further negotiation.

Employees of Existing Contractors or Agents

Employees who may transfer from any existing contractor or agent of the Employer will not be treated as Transferring Employees (unless they previously transferred from the Employer to the contractor or agent with Fair Deal pension protection). However their pension rights may be protected by TUPE and The Transfer of Employment (Pension Protection) Regulations 2005 (as amended) as appropriate.

New Employees

The Employer anticipates that the Tenderer will comply with the requirements set out in the Pensions Act 2008 in respect of new employees who are recruited to work alongside those employees who transfer from any existing contractor or agent of the Employer.

Requirements for Tenderers

Tenderers are required to answer the questions on pension provision set out in the Tender Response Document. Tenderers should be aware that the Authority will reject tenders from Tenderers which fail to deal with pensions in accordance with this tender document and Fair Deal Guidance.

B THE EMPLOYER**B1 Shropshire Council**

- 1.1 Shropshire is situated in the heart of the United Kingdom some 150 miles north-west of London. It forms part of the West Midlands region and stretches from the Welsh Borders in the west to the Birmingham conurbation in the east, with Cheshire situated to the north and the rural counties of Herefordshire and Worcestershire to the south.
- 1.2 Following local government reorganization in April 1998, the district based around the new town of Telford became a Unitary Authority, Telford and Wrekin Council. In April 2009, the former County, District and Borough Councils in Shropshire combined to become a Unitary Authority, Shropshire Council.
- 1.3 Shropshire covers an area of 319,700 hectares and has a population of 290,000. It is predominantly rural, the county town of Shrewsbury forming the principal centre of population. It has excellent communications, friendly and industrious people, a variety of housing to suit every requirement, good health care and educational facilities, and a high quality of life.
- 1.4 The economy of the County is based on agriculture, food processing, engineering and related support industries. Several multi-national companies have operations based in the county and tourism is increasing, particularly in the Ludlow and Shrewsbury areas. Agriculture forms the basis of the rural economy with large operations producing potatoes, sugar beet and cereals, as well as rearing livestock. Weekly agricultural markets are held in most of Shropshire's towns.
- 1.5 Shropshire Council is responsible for the improvement and maintenance of all roads for which the Council is highway authority. This excludes the motorway and trunk roads, and all roads within the Telford and Wrekin Council area.

The extent of the County network is:

<u>Road Classification</u>	<u>Length (km)</u>
Strategic Route	276
Main Distributor	410
Secondary Distributor	813
Link Roads	1,364
Local Access Roads	2,276

Total **5,139**

1.6 The Employer currently operates its maintenance service from five Divisional Depots:

North West Area	Whittington, near Oswestry
North East Area	Hodnet, near Market Drayton
Central Area	Longden Road, Shrewsbury
South East Area	Bridgnorth
South West Area	Craven Arms

In addition, the Employer has a number of other offices, storage areas and satellite depots.

The Employer will make the depots, offices and offices available to the Contractor to provide the service through a standard leasing agreement.

During the term of the Contract, the Employer intends to work with the successful contractor to review the depots and identify opportunities for rationalisation and development.

1.7 The Council is responsible for the improvement and maintenance of the following highway structures:

Bridges

Total **1009**

Cattle Grids

Total **60**

Bridges are structures with spans greater than 1.5m. A complete list of Council-maintained retaining walls is not available at present.

1.8 **Trunk Roads and Motorways in Shropshire**

The following roads in Shropshire are the responsibility of Highways England.

- A5/M54 from Preston roundabout to the West Midlands;
- A5 from Preston roundabout to the Welsh Border at Gledrid, near

Oswestry;

- A483 from Mile End roundabout, Oswestry to the Welsh Border at Llanymynech;
- A458 from Churncote roundabout, Shrewsbury to the Welsh Border at Middletown; and
- A49 from Bailey's Island, Shrewsbury to the Herefordshire border at Woofferton.

However, Shropshire Council is responsible for cleansing all of these roads except for the M54.

1.9 Engineering Services Contract

Mouchel Limited provide services to the Employer under the Engineering Services Contract. This includes highway and bridge improvements and maintenance, geotechnics, traffic engineering, accident investigation, street lighting, soils and materials testing and topographical surveys.

1.10 Budgets 2015/16

The information below is indicative of the budgets for the Financial Year 2015/16. The amounts shown below have not necessarily been expended via the current highways and environment term service contract – an element was delivered via others. These amounts cannot be taken as an indication of future budgets.

Budget Area	Capital	Revenue
Highway Assets (carriageways/footways/structures etc)	£14.8M	£5.2M
Drainage	£0.3M	£0.3M
Streetlighting	£0.5M	£1.2M
Streetscene (sweeping, cleansing, fly-tips, grounds, verges etc)		£3.5M
Winter Service		£2.0M
Vehicle Maintenance		£1.0M

1.11 **Cleansing**

The Council is a Principal Litter Authority for the purposes of the Environmental Protection Act 1990 and is under a duty to keep all Relevant Land and Relevant Highways within its area clear of litter and refuse. In relation to “relevant highways” there is a further obligation to ensure that they are, so far as is practicable, kept clean.

1.12 **Grounds Maintenance**

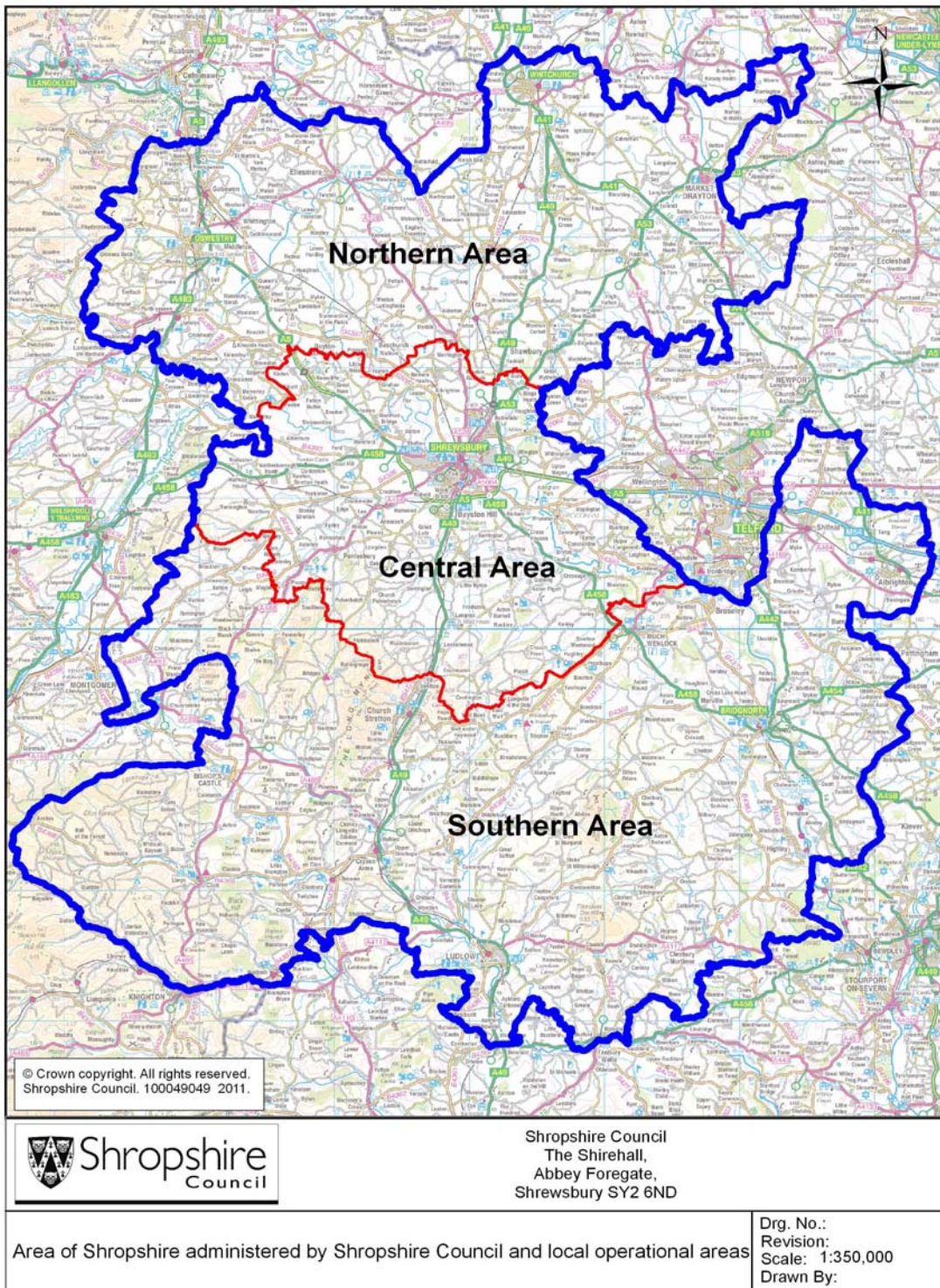
The Council is responsible for the general maintenance of grassed areas including highway verges, playing fields, recreation areas, amenity areas and open spaces around Offices and Depots. In addition, the Employer provides maintenance of land for other public sector organisations in Shropshire e.g. around Sheltered Housing including some gardens, flower beds, trees and shrubs. These organisations will have the option to continue to procure services from the Employer and the successful tenderer will be required to provide such services when instructed.

1.13 **Customer Service Centre**

Shropshire Council operates a centralised customer service centre. This initiative promotes the referencing of calls from the public and enables actions to be recorded and tracked against time performance targets. It also enables information to be gathered in respect of service standards and the quality of service delivery.

1.14 **Operational Areas**

A plan of the Shropshire Council operational areas is included below:



C THE CONTRACT

C1 The Service to be Provided

The Service to be provided is the maintenance, repair, renewal and construction works for the Employer's highways network including:

- Carriageways
- Footways
- Cycleways
- Car parks
- Fences, barriers and road restraint systems
- Traffic signs and road markings
- Street furniture
- Highway drainage systems
- Bridges, culverts and other structures

and the following further services for the network and public realm:-

- Emergency response and making-safe
- The maintenance, repair and renewal of street lighting, lit-signs/bollards and other public lighting systems
- Winter maintenance including precautionary treatment of carriageways and clearance of ice and snow from carriageways and footways.
- The maintenance and cutting of highway verges, other grassed areas, hedges and highway trees, sports fields and planted areas.
- Inspection and maintenance of play areas, lifebuoy stations, tow paths and the like
- Sweeping, cleansing, litter and graffiti removal and the like
- Removal of waste and abandoned cars.
- The maintenance of Council vehicles and other equipment.

C2 Supply of Plant, Labour and Materials

The Contractor will supply plant, labour and materials for the Services. The Employer will provide to the Contractor for use in providing the services

- Winter Maintenance plant (gritters) and salt supply
- Roadmaster pothole repair equipment
- Road sweepers

- Grass cutting equipment.

C3 Contract Thresholds and Values

All Tasks in relation to the services in the Contract with a value up to £150k will be awarded to the Contractor subject to such work being within the technical competence of the Contractor (such competence to be objectively assessed by the Employer) and satisfactory performance.

The Employer may competitively tender all works above the £150k and the Contractor (assuming relevant experience) will be given an opportunity to tender for such works together with other suitably qualified Tenderers selected by the Employer. Where work is of such value that it requires the placing of an OJEU Notice the Contractor will have an opportunity to prequalify to tender for such works in the normal way.

The Employer does not guarantee the Contractor a minimum value of services in any one contract year.

C4 Other Contractors

Tenderers should note that the Employer frequently lets other independent contracts on the Highway Network (the Network) and, therefore, other contractors will from time to time be executing work that will have an impact on the accessibility of parts of the Network. Utilities Companies will also be carrying out works on the Network.

The Employer operates a permitting system (WASP) for access to the highway network with which the Contractor will be required to comply.

C5 Performance Management

The Employer will implement a performance management framework that measures the Contractor's performance of the provision of the service. The purpose of the performance management framework will be primarily to incentivise performance but will also compensate the Employer appropriately for service failures. The results of the framework will be used to:

- Provide management information for the Employer and the Contractor to understand the performance of the services and outcomes achieved and to take appropriate management actions as a result
- Inform the Employer's decision on whether or not to offer extensions to the contract period
- Calculate low service damages in accordance with Option X17 of the NEC Term Service Contract.

The performance management framework is included as part of the tender documents.

DMCH 012 - HIGHWAYS TERM MAINTENANCE

Confidentiality Undertaking Regarding TUPE

[Date] 2017

[NAME]

Your ref: *

Our ref: DMCH 012

Dear Procurement Team,

We have taken legal advice in this matter and anticipate preparing a Bid on the basis that the current Transfer of Undertakings Regulations (Protection of Employment) Regulations and the EC Acquired Rights Directive may apply to this Contract. We also understand that there is confidential information relating to employees which will be provided on receipt of this letter.

We now formally request from you full details of the current provider staff and conditions of employment.

We hereby acknowledge that this information is confidential. We undertake: -

1. To treat the information in the strictest confidence
2. That the information will be used solely for the purpose of preparing this Bid
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Bid and we will not make copies thereof

We acknowledge that all documents and other information received from the Council as detailed above shall remain the current provider's property and that we will hold them as bailee for the current provider, exercising reasonable care to keep them safe from access by unauthorised persons. We shall also return them to the Council forthwith on written request.

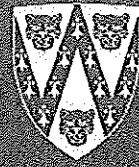
We acknowledge that we shall fully indemnify the current provider against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

DATED THIS DAY OF

Signature

Duly authorised to sign for and on behalf of the Bidder (print full name and address of Bidder)

Please return to procurement@shropshire.gov.uk

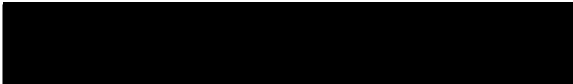


personal info

Kier Highways Limited
Tempsford Hall
Sandy
Bedfordshire
SG19 2BD

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to:



27 September 2017

Dear Bidder

**DMCH 012 - HIGHWAYS AND ENVIRONMENT TERM SERVICE CONTRACT
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 86 of the Public Contracts Regulations 2015 (the Regulations). We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your tender in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A mandatory "standstill" period is now in force pursuant to the requirements of Regulation 87 of the Regulations; this period will end at midnight on 09 October 2017.

Subject to there not being a request by the elected Members of the Council that the decision of Cabinet on the 27th September 2017 to award the above contract should be referred to Scrutiny Committee for further consideration, and to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

This award notification is also subject to your clarification contained in your emails of 12 July 2017, 25 August 2017 and 13 September 2017.

Additionally this award notification is subject to you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-

1. The insurance does not contain any exclusions, which would void the policy in relation to this contract.
2. Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
3. Confirmation that there have be no erosion through claims made to the limits of indemnity.
4. Confirmation that all premiums due have been paid together with the date of renewal.

commercial & personal info

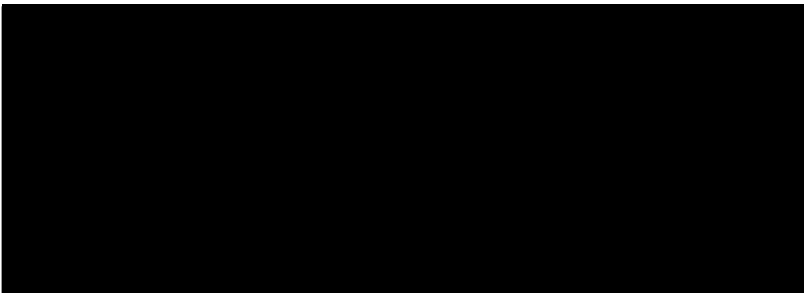
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Score Total Weighted Marks	Your Rank (out of all tenders received)
Quality			
Price			
Overall			

For your further information we would confirm that your quality submission was scored against the published 0-5 scoring scheme and the stated award criteria and received the marks as set out on the spreadsheet enclosed. We have also included some commentary to the marks.

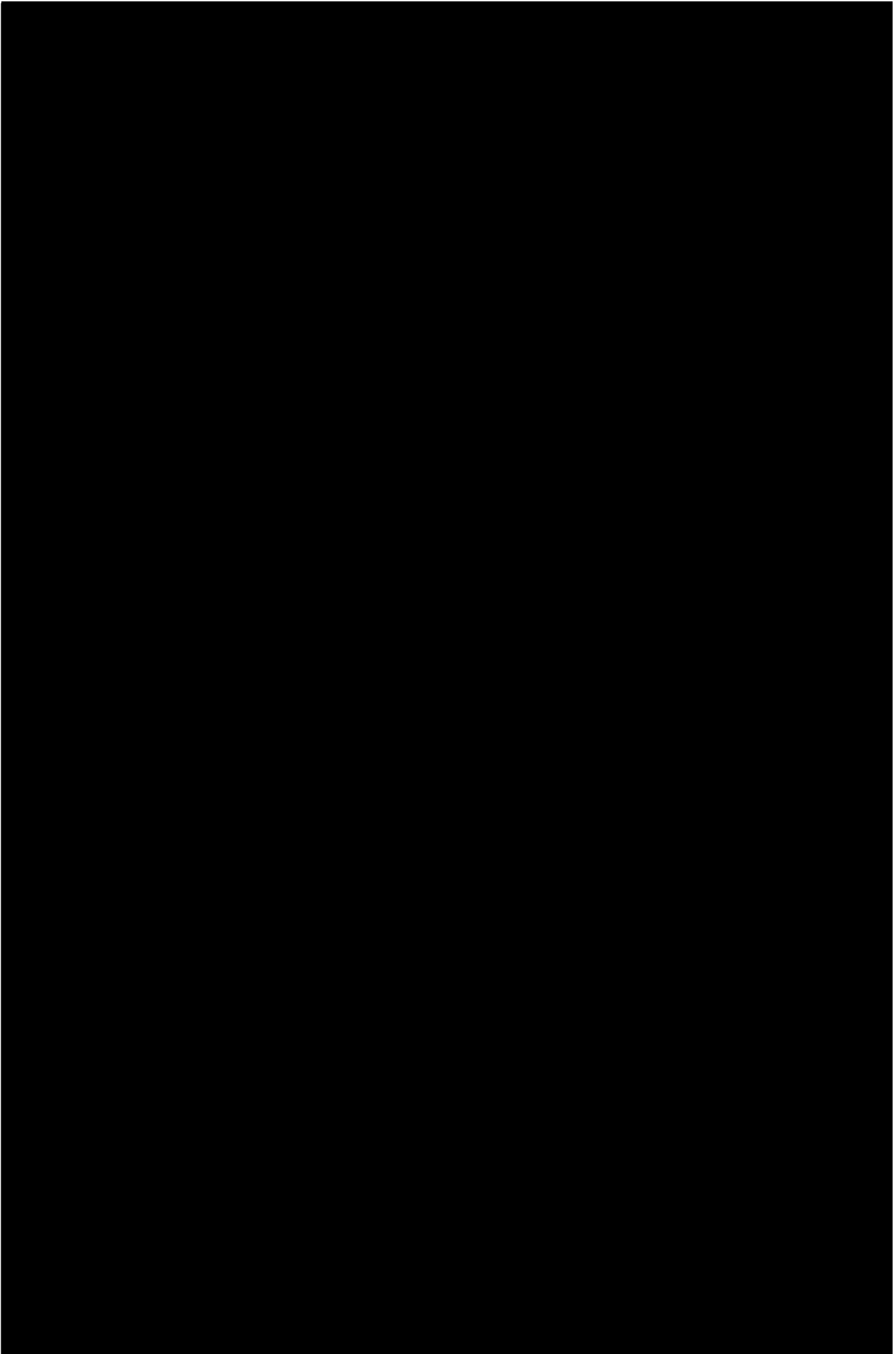
We will return to you at the end of the standstill period.

Yours faithfully



Head of Infrastructure and Communities
Shropshire Council

commercial info



commercial info

